

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

DIGITAL MEDIA SOLUTIONS, LLC,)	CASE NO. 1:19-cv-145
)	
Plaintiff,)	JUDGE DAN AARON POLSTER
)	
v.)	MAGISTRATE JUDGE
)	THOMAS M. PARKER
SOUTH UNIVERSITY OF OHIO,)	
LLC, <i>et. al.</i> ,)	
)	
Defendants.)	

RECEIVER'S RESPONSE TO MARCH 20, 2019, LETTER FROM
JAMIENNE STUDLEY, PRESIDENT OF WASC SENIOR COLLEGE AND
UNIVERSITY COMMISSION

Mark E. Dottore, duly appointed and acting Receiver, pursuant to this Court's March 21, 2019, Supplement to Minute Order Concerning Student Transfer Issues (the "**Supplemental Order**") makes this response to the issues and suggestions made by Jamienne Studley ("**Dr. Studley**"), President of WASC Senior College and University Commission ("**WASC**"). Argosy University ("**Argosy**") was accredited by WASC. Indeed, WASC's continuing accreditation of Argosy enables students to transfer and sign up for "teach outs" with other universities in an organized way. The Receiver anticipates that WASC's accreditation will continue for only a short time.

As a preliminary matter, Argosy closed on March 8, 2019, 24 days ago. The Receiver has entered into scores of transfer and teach out agreements to protect students and, within his financial ability to do so, has facilitated transfers and

teach outs. It is worth noting that many of Argosy's educators have remained involved and worked to minimize the damage to students from Argosy's closure without compensation. The Receiver thanks all of these unsung heroes.

While the Receiver has worked to maximize options available to the students, the final say resides with the individual student. Each student must review the options, and determine the best course forward. The Receiver has no way to track the student's intentions; only when a student enrolls at a new institution does the student manifest his or her plan going forward. Because of the short period of time that has elapsed since Argosy closed, enrollment statistics are not yet available from transfer and teach out institutions. Although the Receiver would like to accommodate Dr. Studley's requests for statistical information about Argosy student transfers to other academic programs, the information is simply not available at this time.

The Receiver has entered into many transfer agreements, which allow for students to transfer to a new school. These transfer agreements generally allow for the student to transfer credits in a traditional way, with most credits transferring and some refused by the new institution because of a low grade or the content of the individual course. Sometimes the transfer agreement will provide discounted tuition or other benefits that will encourage the student to apply.

The Receiver has entered into many teach out agreements. A teach out agreement is an arrangement with a university that allows the student to continue as if his program had not been interrupted. The new institution takes the student

as if the student had been enrolled at the institution from the beginning and completes the student's course of study and program as seamlessly as possible. Teach out agreements are particularly important to advanced degree candidates, who are the most vulnerable when a school closes. A list of the transfer and teach out agreements are attached hereto as Exhibit A. A list of transfer and teach out agreements that are currently under negotiation is attached hereto as Exhibit B. Representative transfer and teach out agreements are attached as Exhibits C through H. It is not feasible to attach all of the transfer and teach out agreements because they are too voluminous.

Dr. Robert Barrett, Ph.D, the Dean of the Clinical Psychology Program at Argosy, has been working with schools that will transfer and/or teach out the clinical psychology students referenced in Dr. Harbaugh's correspondence of March 13, 2019. Dr. Barrett, who is extremely well informed about the clinical psychology programs that were under his supervision as well as the students who attended them, has assured the Receiver that every clinical psychology student has been offered a pathway into another school. At some campuses, the clinical psychology program has been taken in its entirety, including the hiring of all or most of the Argosy faculty.

Dr. Barrett also has interfaced with the American Psychological Association which has allowed for flexibility in transferring student credits to new university settings. In Tampa, National Louis University has accepted students at its Tampa campus; in Orange City, The Chicago Schools ("TCS") has accepted all of the

students at its Irvine, California campus. TCS has also accepted all of the clinical psychology students who attended Argosy in Chicago. Dr. Barrett and the Receiver are also working with Chaminade University in Hawaii to accept all of the Hawaii clinical psychology students.

Transfer and teach out options were also offered to the clinical psychology students formerly attending the Atlanta, Twin Cities, and Phoenix campuses. No local university would enter into a transfer or teach out agreement in those cities, and the students were invited to relocate to a TCS campus.

To reiterate, regardless of the campus location and the offers and alternatives proposed to students, each student must make his or her own decision about how to finish his or her course of study. The manifestation of the student's decision will only be made when the students register for their next semester of study. There is no way to provide statistics before that time. Even after that time, students who decide to matriculate at another university or to temporarily suspend their programs would not be included into the count. The Receiver believes that the limited receivership assets should be spent on higher priorities than the gathering of such statistics.

The Court should be aware that, given the work that has gone into the transfer and teach out options, events have superseded the proposal made by Dr. Harbaugh in his letter of March 13, 2019. Because of the number and the quality of the transfer and teach out opportunities offered to students, it is no longer practical to try to hire temporary faculty or transition the students another way.

Dr. Harbaugh has also implied that the Receiver has not taken steps to preserve student records. This is not the case. The Receiver has protected the student records left behind at each campus location. These records have been secured and preserved and are awaiting proper disposition.

Dr. Studley has urged that the Receiver maintain the student information line (855.758.5660). The student information line is still operating and providing student support. About 150 calls are received daily, and when it is appropriate to shut the line down, it will be with systematic reductions in the number of call staffers as the demand winds down.

The Court should also be aware that students may request transcripts, diplomas and obtain information about partner institutions online at <https://www.argosy.edu/closed-school-information> and <https://www.artinstitutes.edu/closed-school-information-page>.

Dated: April 2, 2019

Respectfully submitted,

/s/ Mary K. Whitmer

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